ING Channel Conditions

1. Definitions and interpretation

1.1. Definitions

Terms defined in these ING Channel Conditions shall have the following meaning:

Account	Any account with ING or a third party payment services provider used for the execution of Payment Transactions.
Agreement	The agreement between the Client and ING regarding an ING Channel.
App	An internet application provided or approved by ING on a phone, tablet or other mobile device to obtain access to an ING Channel.
Authorisation Instrument	The procedures and instruments as indicated by ING which the Client or User must make use of to access and use a Service and/or give (consent to) an Instruction to ING, including a payment instrument, an Electronic Signature, the PKI provided by ING or, if applicable, a third party, or any other means of access and use.
Batch Payment Order	A Payment Order containing a group of several Payment Orders.
Business Day	A day designated by the European Central Bank as a day upon which banks are open for the execution of Services and Payment Transactions, excluding any Saturdays, Sundays and national public and banking holidays in the jurisdiction of the ING Office providing the relevant Service. Additional information regarding the applicable Business Days for each ING Office can obtained from the relevant ING Office.
Client	Each person which is obtaining Services from ING.
Conditions	These ING Channel Conditions.
Corporate Administrator	A User with the authority to delegate certain powers and appoint other Users.
Electronic Signature	Data in electronic form attached to or logically associated with other electronic data and which serve as a method of authentication, including but not limited to a PKI, devices or files containing a private key with a personal digital certificate and, if applicable, the means of authentication and/ or signing chosen by the Client and/or User, whether or not required for the use of a Authorisation Instrument, based on options given by ING, or an applicable third party (e.g. a password, and/ or any other confidential identification code or number known only to the Client or User).
ING	ING Bank N.V. and/or any of its direct and indirect (local or foreign) subsidiaries and/or any of its or their affiliates, branches and offices. The term ING includes the ING Office.
ING Channel	InsideBusiness, InsideBusiness Payments, InsideBusiness Trade, InsideBusiness Payments CEE Regional Site, InsideBusiness Payments CEE Local Sites, InsideBusiness Connect, ING Service for SWIFTNet, the App, or any other secure online banking system and/or an electronic communication channel provided by ING.
ING Goods	Any Authorisation Instrument, ING Channel, ING PKI device or other goods, instruments, equipment, documents, software-carrier and software provided by ING for the use of an Account, a Service and/or authentication of the Client or User.
ING Office	The relevant office(s) of ING Bank N.V. and/or any of its direct and indirect (local or foreign) subsidiaries and/or any of its or their affiliates, branches and offices providing the ING Channel or Service(s).
Instruction	The instruction or order, including a Payment Order, which is given by the Client or User via an ING Channel.
Payment Order	The instruction that is given by the Client, User or a third party, whether or not through an ING Channel, to execute a Payment Transaction.
Payment Transaction	An act initiated by the Client, User or a third party, as the case may be, whereby funds in, to or from the Account are deposited, withdrawn, credited, debited or transferred.
PKI	A service provided by ING or a third party for the issuance and maintenance of digital certificates.
Privacy Statement	A document or statement from ING containing information on how ING treats and takes care of personal data.
Services	An ING Channel and the services accessible via an ING Channel under the Services Documents that ING provides to the Client.

Services Documents	The Agreement, these Conditions and all (other) conditions, document, website, terms of use, instruction or agreement regarding Services.
User	A person that is directly or indirectly authorised by the Client to perform certain acts for and on its behalf.
Virus	A virus or any other software routine that is meant or designed to provide access to, or allow use of, a computer system by an unauthorised person, to render such system useless, damaged or erased, or to disrupt or deteriorate its normal use.

1.2. Interpretation and construction

a. Unless the context clearly requires otherwise, a reference to these Conditions or a Services Document shall include a reference to any annex or schedule thereto. Headings in these Conditions are for ease of reference only.
b. Unless a contrary indication appears, a reference in these Conditions to:
   i. a "person" includes any natural person, legal entity, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality) and shall include its successors in title, permitted assigns and permitted transferees;
   ii. an agreement, conditions, terms, rulebook or document is a reference to such agreement, condition, terms, rulebook or document as amended, supplemented or readopted from time to time;

2. General

2.1. Applicable Conditions

a. These Conditions apply to ING Channels and Services accessible via an ING Channel. Services accessible via an ING Channel may be subject to a separate agreement and additional terms and conditions as indicated in the relevant Services Documents. In case of a conflict between such Services Documents and these Conditions the Services Documents will prevail.
b. By signing the Agreement (whether or not electronically) or accepting any other document which refers to the applicability of these Conditions, the Client confirms that it has received and agreed to the Conditions and acknowledges that these Conditions are binding upon the Client.
c. If these Conditions are provided to the Client in another language than English the English language version will in case of a conflict prevail.

2.2. Availability and amendments Conditions

a. If requested ING will provide copies of the most recent version of the Conditions on paper or on another durable medium without charge.
b. ING may, at any time, amend these Conditions. ING shall inform the Client of amendments no later than two months prior to the effective date of such amendments. Changes in costs and fees for an ING Channel can be applied with immediate effect and without prior notice. Any amendment of or supplement to any of the channel specific provisions incorporated in Annex Channel Specific Provisions, will be considered an amendment of or supplement to the Conditions only for those Clients that obtain the relevant ING Channel from the relevant ING Office. Any Client to which those channel specific provisions do not apply will not be informed of such amendment or supplement.
c. The Client will be deemed to have accepted the amendments, unless the Client has terminated in writing the Agreement prior to the proposed effective date of the amendments. Such termination is free of charge. If the Client chooses to so terminate, the Agreement shall terminate on the effective date of the amendments. On such date all claims of ING vis-à-vis the Client under the Agreement are immediately due and payable.

3. ING Channels

3.1. General

If agreed, ING shall enable the Client to use an ING Channel to access Services, appoint Users, submit and issue Instructions, receive information and reports, communicate with ING and/or conclude agreements regarding additional Services. The Client will only be allowed to use a specific Service accessible via an ING Channel if so agreed with the relevant ING Office.

3.2. Access and use of an ING Channel

a. To access and use an ING Channel, and any Services thereunder, the Client must use the Authorisation Instrument as indicated in the applicable Services Documents or as communicated by ING. The appropriate Authorisation Instrument may differ per ING Channel and Service.

b. The Client shall not use an ING Channel for activities or purposes that are in violation of any law or regulation, or that can have a detrimental effect on the reputation of ING or on the integrity of the financial system.

3.3. App

a. If agreed, the Client may use an App to access and use Services. If accessed via an App Services might be limited.
b. The Client herewith authorises all Users to accept for itself and on behalf of the Client the terms and conditions for the installation and use of an App.

3.4. System requirements and security

a. The Client shall comply with and act upon the most recent instructions and system, software and other requirements for implementing, accessing and using an ING Channel as stated by ING. ING will not be liable for any loss and/or damage incurred by the Client as a result of (i) changes to the software or equipment supplied by ING or a third party, (ii) improper functioning of equipment or software belonging to the Client or User (iii) failure to act upon instructions of ING or (iv) failure to comply with the conditions for implementation, access and use of an ING Channel.
b. The Client will need to have software for connecting to and communicating with an ING Channel and internet access or access to an electronic communication network. ING is not a party to any agreement in this respect between the Client and its provider. All costs of access to and use of the services offered by these providers will be for the Client's account and ING will not be liable for any loss and/or damage incurred by the Client relating to the services offered by those providers.
c. The Client is responsible for the security of the systems and devices used to access an ING Channel. Without prejudice to the foregoing, the Client is obliged to ensure that up-to-date anti-Virus software, anti-spyware software, firewall software or any other relevant security tools are used to ensure the security of (the access to) an ING Channel and Services accessible via an ING Channel. Should the Client discover or suspect a Virus, spyware or unauthorised access to an ING Channel or Services the Client shall inform ING without delay and shall immediately take all necessary measures to prevent any loss and/or damage. ING reserves the right to block access to (part of) an ING Channel or Service following any such report.
d. The Client shall ensure that correct log-off procedures are followed when exiting or leaving unattended an ING Channel, computer or other applicable device. The Client shall further take all reasonable precautions to prevent unauthorised use of an ING Channel and the operating stations or IT systems from which an ING Channel can be accessed.

4. Authorisation instrument

4.1. Use of an Authorisation Instrument

a. These Conditions and other Services Documents applicable to an Authorisation Instrument specify which aggregate of personalised device(s) and/or set of procedures form an Authorisation Instrument.
b. The Client shall use an Authorisation Instrument in accordance with the Services Documents and instructions or information on the use of an Authorisation Instrument provided by ING.
c. An Authorisation Instrument is, unless indicated otherwise, strictly personal and non-transferable and may not be changed, copied or reproduced.
d. ING may assign a validity period to an Authorisation Instrument and ING is entitled to shorten or extend such validity period at any time.
e. If a PKI is (part of) the Authorisation Instrument the Client and each User will, in order to be able to use the PKI provided by ING, have to accept the applicable PKI conditions.
f. If an Authorisation Instrument is provided by a third party, ING is not a party to the agreement between the Client and the provider of such Authorisation Instrument and all costs relating thereto shall be for the Client's account. ING will not be liable for any loss and/or damage, of any nature whatsoever, incurred by the Client relating to the services offered by such third party.
g. The Client shall upon receipt of an Authorisation Instrument take all measures required by ING to keep the Authorisation Instrument and its personalised security features safe. The Client shall furthermore take any measure that can reasonably be expected to ensure the security of the personalised security features and shall keep these features, including its Electronic Signature and password, secret from all others. The Client shall store the Authorisation Instrument in a place to which third parties have no access. Subject to evidence to the contrary, the fact that a personalised security feature and/or Authorisation Instrument is used by a third party will constitute proof that the Client has failed to keep or store such items safe and secure and that they were accessible to third parties. The Client shall ensure that Users shall observe and comply with all obligations of this Clause 4.1.
h. The Client shall take note of the information provided by ING in relation to the secure use of an Authorisation Instrument and the measures that the Client must take to prevent fraud or other misuse of such Authorisation Instrument and shall act, and shall ensure

that Users shall act, in accordance with such information. ING may change such information and in urgent situations such changes can be applied by ING with immediate effect. ING will inform the Client accordingly.

i. The Client shall, and shall ensure that a User shall:
   i. without undue delay notify ING, on becoming aware of (i) any loss, theft, misappropriation or unauthorised use of (a personalised security feature of) an Authorisation Instrument or (ii) a technical incident or any other fault which might jeopardise the security of (a personalised security feature of) an Authorisation Instrument. The means of notification and the contact details of ING can be found in an ING Channel or as otherwise communicated by ING. A failure to notify ING without undue delay constitutes gross negligence of the Client;
   ii. immediately send a confirmation in writing to ING of any telephonic notification, which written confirmation must contain the date, time and any further relevant information of such notification; and
   iii. forthwith report to the police and the other appropriate authorities the relevant event as referred to above under (i).

4.2. Blocking

a. ING is authorised to block or suspend an Authorisation Instrument, ING Channel or access to (any Services accessible via) an ING Channel in case of the non-compliance with the instructions and requirements as referred to in Clause 3.4, any of the events as indicated in Clause 9.1.e) or for reasons relating to (i) security or (ii) the suspicion of improper, unauthorised or fraudulent access or use thereof.
b. The Client may request ING to block its or a User's Authorisation Instrument or access to (any Services accessible via) an ING Channel and a User may request to block its Authorisation Instrument or access to (any Services accessible via) an ING Channel. Notwithstanding any blocking request ING may continue the execution or forwarding of Instructions that have been given to ING by such Client or User prior to or shortly after receiving such blocking request if ING cannot reasonably prevent the execution or forwarding thereof.
c. Upon becoming aware of any improper, unauthorised or fraudulent access or use of an Authorisation Instrument or ING Channel by a User or a third party, the Client shall immediately terminate or block such person's access to and use of the Authorisation Instrument or ING Channel and shall inform ING promptly thereof. ING is not liable for any loss and/or damage incurred by the Client. The Client will indemnify ING for any loss and/or damage incurred, as a result of the failure by the Client to comply with this Clause.
d. ING is not liable for any loss and/or damage incurred by the Client or a third party as a result of the blockage.
e. In case of a blockage by ING, ING shall, where possible prior to such blockage, inform the Client of such blockage and the reasons thereof, unless such communication would compromise objectively justified security reasons or is restricted or prohibited by applicable laws or regulations.
f. ING shall unblock an ING Channel or the Authorisation Instrument, or replace the latter by a new Authorisation Instrument, once the reasons for blocking no longer exist.

5. Electronic contracts/electronic signature

5.1. The Client may electronically agree to obtain (further) Services from an ING Office via an ING Channel if and to the extent so offered by that ING Office. It will be indicated per Service which requirements have to be fulfilled and when the agreement is effective.

5.2. For all Instructions, agreements and communications issued or agreed upon by electronic means via an ING Channel, the Client agrees that its Electronic Signature, or that of a User on the Clients behalf, constitutes proof of its consent and its identity and that it has the same evidential value as a document signed by the Client or User with its handwritten signature.

5.3. The Client agrees that Services Documents (including any amendments thereto) and all documents, information and/or conditions as referred to therein may be provided to the Client by electronic means whether or not the Agreement has been concluded electronically.

6. Power of attorney

6.1. The Client or any Corporate Administrator on the Client's behalf may appoint Users by granting a power of attorney to (other) Users to perform any of the acts as indicated in the relevant power of attorney. The power of attorney must be in a form acceptable to ING and should, if such option is available and approved by ING, be granted via an ING Channel. The power of attorney is, unless otherwise stipulated in such power of attorney, governed by the laws of the country of incorporation of the Client. The User so authorised may perform all acts indicated in the power of attorney in the name and for the account of the Client regardless of any conflict of interest of the User. The Client hereby irrevocably and unconditionally waives any defence or claim it may have based on the existence of any such conflict.

6.2. The Client shall ensure that Users are bound by and shall observe and comply with all obligations as indicated in these Conditions and the relevant Services Documents. The Client shall be liable vis-à-vis ING for all obligations pursuant to these Conditions and the relevant Services Documents including, but not limited to, all acts and inactions of Users. Notwithstanding any reference to the term "Client" in any Clause of these Conditions or the other Services Documents all restrictions, disclaimers and limitations of liability also apply to the relationship, if any, between ING and a User.

6.3. If the Client appoints, or has appointed, more than one User, each User is, unless explicitly otherwise indicated in the power of attorney, fully competent to severally perform the authorised acts thereunder.

6.4. Each power of attorney is, unless otherwise stipulated, valid until revoked or terminated. If due to applicable mandatory law a validity period has to be assigned then such power of attorney has, unless otherwise stipulated in the power of attorney, a validity period of 10 years. The Client must immediately notify ING in a form acceptable to ING of the revocation, termination, expiry or amendment of a power of attorney regarding any User in writing, or, if such option is available and approved by ING, via an ING Channel. Until ING receives such notification any power of attorney shall, irrespective of any registration with any public record of the details and/or any changes to it, remain in full force and effect. ING may continue the execution or forwarding of any instruction that has been given to ING by such User prior to or shortly after ING has received such notification if ING cannot reasonably prevent the execution or forwarding thereof. The revocation, termination, expiry or amendment of a power of attorney does not have any consequences for nor shall affect (the validity of) any (i) Instruction with a scheduled execution date after such revocation, termination or amendment, or (ii) power of attorney granted by a User prior to such revocation, termination, expiry or amendment.

6.5. The Client is, if so indicated by ING, obliged to for and on behalf of ING identify and verify the identity (by means of a valid identification document) each User and, if applicable, verify and validate the specimen signature of such User. The Client undertakes to securely store for a period of minimal seven years after the revocation, expiry or termination of the relevant power of attorney all data regarding the identity and the verification and validation of the signature of each User. At ING's first request the Client will provide such data in a format accessible to ING. ING is authorised to audit, examine and make copies of the data kept by the Client regarding the foregoing, and if so requested the Client must grant ING access to its premises and relevant data and records.

6.6. Upon ING's request the Client shall (i) confirm or ratify all acts that any User will have performed pursuant to and within the powers conferred by any power of attorney and (ii) promptly and duly execute all such documents and instruments, enter into such agreements and do all such acts and things as ING may reasonably determine as necessary in order to give effect to the provisions of this Clause 6.

6.7. If the Client has received a power of attorney from a third party to issue Instructions or perform acts via an ING Channel on behalf of such person, the Client expressly agrees and acknowledges that ING may rely on such power of attorney as being valid, binding and enforceable until it receives notification to the contrary in writing, or, if such revocation option is available, via an ING Channel.

7. Fees and expenses

7.1. The costs and fees that the Client is obliged to pay to the ING Office for an ING Channel will be notified to the Client from time to time. Changes in such cost and fees can be applied with immediate effect and without prior notice.

7.2. All payments payable to ING under the Agreement and these Conditions shall be calculated and made without set-off, deduction or counterclaim.

7.3. Unless explicitly indicated otherwise all amounts set out or expressed to be payable to ING are exclusive of any value added tax. If value added tax is chargeable the Client shall pay to ING (in addition to and at the same time as paying the original amount) an amount equal to the amount of such tax.

7.4. All taxes and levies – under whatever name and levied by whomever – that concern the relationship between the Client and ING are for the Client's account. If the Client is compelled by law or regulation to withhold or deduct any sum from any amount payable to ING, the Client will pay such additional amounts as may be needed for ING to receive the full amount had no such withholding or deduction been required.

8. Liability

8.1. Limitation of ING's liability

a. Without prejudice to any other limitations of liability as stipulated in these Conditions or other Services Documents, ING will only be liable to the Client for any direct loss and/or damage, regardless of whether ING's liability is asserted on the basis of these Conditions, Services Documents, the provision of Services, tort or otherwise.
   ING does not limit its liability for direct loss and/or damage caused by ING's gross negligence or wilful misconduct.
b. If any loss or damage relates to a payment service and the Client is subject to the ING Conditions for Payment Services or any other terms and conditions that govern the payment services of ING, any liability of ING will be subject to the limitations as indicated in said conditions.
c. ING will not be liable for any indirect or consequential loss or damage regardless of whether ING's liability is asserted on the basis of these Conditions, Services Documents, the provision of Services, tort or otherwise. Indirect and consequential loss or damage includes, but is not limited to, damage to reputation, costs of procuring an equivalent service or product and loss of profit, business, business opportunity, goodwill, data, anticipated savings, customers and contracts, and regardless whether or not such loss or damage was foreseeable.

8.2. Use of an ING Channel

a. ING does neither warrant that an ING Channel will be available, uninterrupted or complete at all times nor that it is free from errors, faults or Viruses. Unless explicitly indicated otherwise, the information in or provided via an ING Channel does not constitute advice. ING will not be liable for any loss and/or damage resulting from the use of (or inability to use) an ING Channel including losses or damages caused by Viruses or any incorrectness or incompleteness of the information in or provided via an ING Channel.
b. ING will not be liable for any loss and/or damage resulting from the use of electronic means of communication, including, but not limited to, loss or damage resulting from failure or delay in delivery of electronic communications, interception or manipulation of electronic communications by third parties or by computer programs used for electronic communications and transmission of Viruses.
c. An ING Channel may provide links to external internet sites operated by a third party or said sites may contain links to an ING Channel. ING will not be liable for the operation, use or content of such third party internet sites.

8.3. Information

a. The Client expressly acknowledges and agrees that ING will not be responsible for the accuracy, completeness or timeliness of information obtained from a third party and provided via an ING Channel.
b. If the Client contests any of the information regarding or relating to a Service it should follow the procedure as indicated in the applicable Services Documents.

8.4. Amendment and availability of an ING Channel

a. ING has the right to unilaterally change (the functions within) an ING Channel with immediate effect if it cannot reasonably be expected that ING continues to provide an ING Channel in this manner. ING will not be liable to the Client or any third party for any loss and/or damage resulting thereof.
b. If at any time the Client ascertains that all or any part of an ING Channel is unavailable and/or not working properly it will promptly inform ING thereof.

8.5. Indemnity

The Client will indemnify ING against any direct, indirect and/or consequential loss, damage, cost and expense (including legal expenses) incurred by ING and arising from or in connection with:

- ING being or becoming involved in any dispute, judicial or extrajudicial proceeding or any out-of-court (redress) proceeding between the Client and a third party;
- the collection of amounts owed by the Client to ING;
- claims by third parties made against ING regarding the Client's ING Channel, unless caused by the gross negligence or wilful misconduct of ING;
- failure by the Client or User to comply with these Conditions;
- fraud committed by the Client or User;
- any power of attorney granted by the Client to the User or by a third party to the Client and/or any action taken thereunder, being invalid, non-binding or unenforceable; and/or
- any failure of the Client to take all required corporate actions for the validity and enforceability of a power of attorney.

8.6. Force Majeure

ING will not be liable vis-à-vis the Client for its failure to perform any obligation under these Conditions if such failure results from any cause beyond ING's control including, but not limited to, acts of God, war or acts of terrorism, industrial disputes, strikes any breakdown or failure of transmission or communication facilities or clearing and settlement organisations, power disruptions, acts, laws or regulations of national, foreign or international administrative, civil, or judicial authorities. If a force majeure event occurs, ING will take such actions or measures as may reasonably be required to limit the adverse effects of such event.

8.7. Severability

a. The obligations of each ING Office regarding any Service are separate and independent obligations. No ING Office is responsible for the obligations of any other ING Office under the applicable Services Documents.
b. Unless otherwise instructed by ING, any obligation or debt arising under or relating to a Service to an ING Office can only be fulfilled and repaid towards that ING Office.

9. Term and termination

9.1. Term and termination

a. The Agreement will be entered into for an indefinite period of time.
b. The Client may at any time terminate the Agreement or any ING Channel provided thereunder in writing with a one month notice period. The notice period will be calculated from the first day of the calendar month following receipt of such notice of termination. All amounts that the Client owes to ING pursuant to the Agreement are immediately due and payable upon termination.
c. ING may at any time terminate the Agreement in writing with a two months' notice period.
d. In case an Agreement has been concluded between one or several ING Offices and one or several Clients and such Agreement has been terminated between an ING Office and a Client, the Agreement remains valid with respect to the other ING Offices and Clients.
e. ING is authorised to terminate the Agreement, terminate or block any specific Service thereunder, or suspend the performance of its obligations under the Agreement and these Conditions, with immediate effect, without being required to pay damages or any form of compensation:
    i. if it is unlawful for ING to provide such Service;
    ii. if ING has established or reasonably suspects that the Client uses or used a Service for activities or purposes that (i) are contrary to laws or regulations, (ii) can harm ING's reputation or (iii) undermine the integrity of the financial system;
    iii. in the event of bankruptcy, insolvency, moratorium, statutory debt adjustment, dissolution or liquidation of the Client or any other analogous proceedings;
    iv. in case the Client breaches any of its obligations under Clause 12.1.a); and/or
    v. in case the Client breaches any of its obligations under the Services Documents, other than under Clause 12.1.a), and fails to correct such failure within five (5) Business Days of receiving written notice of default from ING;
f. Upon termination, all outstanding obligations and all costs and fees relating to an ING Channel are immediately due and payable without prior written notice being required. If the Agreement is terminated during a period for which costs and fees in connection with an ING Channel are due and payable, these costs and fees shall be due and payable for this whole period. Any cost and fees paid in advance for said period will not be reimbursed.

9.2. Survival

Rights and obligations under the Agreement and these Conditions which by their nature should survive, including, but not limited to, any and all indemnification provisions, will remain in effect after termination or expiration thereof.

9.3. Partial invalidity/Unenforceability

If at any time any provision of these Conditions is or becomes illegal, invalid or unenforceable in any respect under any law or regulation of any jurisdiction, the legality, validity or enforceability of the other provisions shall not in any way be affected or impaired thereby.

10. Transferability

ING may transfer its rights and/or obligations under the Agreement and these Conditions to a third party. Without ING's prior written consent, any and all rights and obligations of the Client under the Agreement and these Conditions cannot be transferred or assigned.

11. Data protection and bank secrecy

11.1. The Client represents and warrants that it has received and read the Privacy Statements of the ING Offices providing an ING Channel or Services hereunder and that it will inform and refer all Users and (other) natural persons interacting on behalf of the Client with ING to this Clause 11 and the applicable Privacy Statements. Information regarding the applicable Privacy Statements can be obtained from the relevant ING Office or found in the applicable Services Documents, on www.ingcb.com or on the website of the relevant ING Office.

11.2. ING will obtain, use or otherwise process information (including personal data) relating to the relationship with the Client, User and/or the Services itself for the provision of Services and for the purposes as indicated in the Privacy Statements. Such information may for these purposes be transferred, processed and disclosed at any time to or by ING, ING Offices, a third party payment services provider and any other involved third party, including to parties outside the countries that form the European Economic Area (EEA) from time to time (at the date of publishing these Conditions the EEA consists of the countries of the European Union, Iceland, Liechtenstein and Norway) and may for the same purposes be stored by ING in a central location.

11.3. ING will be entitled to transfer, process and disclose information as indicated in this Clause 11 as permitted or required by any applicable law or regulation, legal process, regulatory action, order, judgement or decree of a court and to enable ING to comply with requests from local and foreign (tax) authorities.

11.4. Each Client expressly consents with the obtaining, processing, disclosure and transfer of any information and expressly waives any bank secrecy to allow the intended use of such information as indicated in this Clause 11.

12. miscellaneous

12.1. Co-operation, information and contact details of the Client

a. The Client shall, and shall ensure that each User shall:
   - comply with all applicable laws and regulations, including anti-money-laundering, anti-terrorism financing and sanctions laws and regulations;
   - grant its full co-operation to ING for purposes of combating money laundering practices and terrorism financing, maintaining transparent and sound financial markets and/or any other matter to prevent (financial) fraud;
   - co-operate with ING and provide upon request all information ING requires by law, regulation or according to ING's internal policies for the provision of the Services;
   - provide all information and do all such acts and things to enable ING to comply with requests of local and foreign (tax) authorities; and
   - provide ING with all information required to check its identity and comply with know–your-client regulations.

b. The Client shall provide ING with information regarding its activities and objectives and the (intended) use of an ING Channel and inform ING regarding any change in its contact details. If the contact details are not or no longer known due to the Client's fault, ING can attempt to find out the contact details of the Client without being obliged to do so. The costs of such an investigation are for the Client's account.

c. When dealing with ING, the Client and each User is obliged to identify itself, with any method or document as indicated by ING. ING may carry out additional checks, and the Client or User may be required to answer questions in order to verify its identity.

d. The Client explicitly agrees and acknowledges that ING may rely that all information provided by the Client or User to it is correct, accurate and complete until ING receives written notification to the contrary. The Client will notify ING as soon as possible, and ultimately within 30 days, of any changes and/or updates of the information provided pursuant to this Clause 12.1.

12.2. Evidence

a. The information contained in ING's records is deemed to constitute conclusive evidence between ING and the Client, unless the Client provides evidence to the contrary. ING is not required to keep its records for a period longer than the statutory record keeping period.

b. Every form of communication, including Instructions, announcements and reports relating to products and services of ING and third parties, and furthermore any other form of written or electronic communication between the Client and ING, can be evidenced by ING by a written or electronic reproduction and/or copy of this communication from ING's systems. Such communication and reproductions or copies thereof provide conclusive evidence between ING and the Client, unless the Client provides evidence to the contrary.

12.3. Subcontracting

In providing an ING Channel, ING may make use of third parties and may (partially) subcontract activities.

12.4. Ownership and Intellectual Property Rights

a. The Client is granted a strictly personal, non-exclusive, non-transferable and non-assignable license to use and install software provided by ING for an ING Channel. However, no property or intellectual rights are transferred to the Client. This license provides only the right to install the software on the Client's computer and to use it for an ING Channel in accordance with the purposes as indicated in these Conditions and as otherwise indicated by ING and is limited to the period the Client is authorised to use an ING Channel.
b. ING and the person who has conferred the right of use on ING retain all rights, including ownership, copyrights and intellectual property rights, of all ING Goods as well as to all information, recommendation and/or (other) services provided.
c. The Client is not permitted to change, copy, distribute, transfer, display, publish, sell or license the (content of the) ING Goods, to produce or use any works derived from it or to create any link, hypertext or deep link from or to an ING Channel.
d. The trade names, brands and logos (or signs similar thereto) from ING and appearing on or in the ING Goods are the property of ING. The Client is not permitted to use any of those trade names, brands and logos without prior written consent of ING.
e. The Client will immediately destroy or return the ING Goods, its personalised security features and/or any instruments for using and/or accessing an ING Channel (which are capable of being returned) to ING if requested to do so.

12.5. Counterparts

The Agreement may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of the Agreement.

13. Applicable law and disputes

13.1. Applicable law

a. Unless otherwise indicated, the relationship between a Client and ING regarding an ING Channel and any non-contractual obligations arising out of or in connection therewith, will be governed by and construed in accordance with the laws of the country in which the ING Office is located which is providing the relevant ING Channel.
b. If for a specific ING Channel a choice of law is made which deviates from the applicable law as indicated in paragraph a) of this Clause, this choice of law will prevail and the relationship between a Client and ING regarding the relevant ING Channel, including the relevant parts of these Conditions, will be governed by such law.

13.2. Disputes

a. The Client will first raise any complaints arising from or relating to an ING Channel with ING, taking into account the complaint procedure of such ING Office.
b. Excluding any out-of-court complaint and/or redress procedure, ING and the Client hereby irrevocably submit to the exclusive jurisdiction of the courts of the capital city of the jurisdiction whose laws govern the ING Channel in accordance with Clause 13.1. If ING is acting as the plaintiff, ING may (if permitted by law) take proceedings to another competent court in any country and/or start (concurrent) proceedings in any number of jurisdictions.

Annex: Channel specific provisions

This annex forms an integral part of the ING Channel Conditions (the Conditions). All terms in this annex have the same meaning as terms defined in the Conditions. In addition to the Conditions the following provisions shall apply to below ING Channels.

1. InsideBusiness

1.1. This Clause 1 only applies to InsideBusiness. The Client may use InsideBusiness if so agreed with ING Bank N.V.

1.2. ING will if agreed and to the extent possible enable the client to use InsideBusiness for the services as contemplated in Clause 3.1 of the Conditions. In addition ING will provide the Client through InsideBusiness access to other ING Channels and/or will enable clients to track and trace Instructions submitted via another ING Channel. Additional information regarding the functionalities of and the services provided via InsideBusiness can be obtained from ING.

1.3. The Client may use an App to access and use InsideBusiness.

1.4. As a condition for accessing and using InsideBusiness the Client shall ensure that at all times at least one Corporate Administrator is appointed. If no Corporate Administrator is appointed ING is entitled to charge the Client the additional fees as notified to the Client from time to time.

1.5. The use of InsideBusiness and the stipulations regarding the same in the Conditions are governed exclusively by Dutch law.

2. InsideBusiness Payments

2.1. This Clause 2 only applies to InsideBusiness Payments. The Client may use InsideBusiness Payments if so agreed with ING Bank N.V.

2.2. ING will if agreed and to the extent possible enable the client to use InsideBusiness Payments for the services as contemplated in Clause 3.1 of the Conditions. In addition ING will, if agreed, provide the Client with the possibility to authorise or decline in InsideBusiness Payments Batch Payment Orders regarding Accounts in The Netherlands which are initiated in InsideBusiness Connect. Further limitations regarding this service and suitable Payment Orders may apply. Additional information regarding the functionalities of and the services provided via InsideBusiness Payments can be obtained from ING.

2.3. Batch Payment Orders which are initiated in InsideBusiness Connect and delivered to InsideBusiness Payments for authorisation are treated the same way as Batch Payment Orders which are initiated within InsideBusiness Payments. Authorisation is done based on Batch Payment Order level. Information regarding Payment Orders which are initiated in InsideBusiness Connect and delivered to InsideBusiness Payments for authorisation is only available on Batch Payment Order level and not on individual Payment Order level.

2.4. Contrary to the provision in the ING Conditions for Payment Services, or any similar clause in any other relevant payment Services Document, indicating that ING will forward Instructions to the relevant third party service provider upon its receipt, ING will forward Instructions to the third party payment services provider responsible for its execution on the Business Day indicated by the Client and/or User for its execution.

2.5. A Payment Order for execution on a specific date or at the end of a certain period can be revoked within InsideBusiness Payments until the end of the Business Day preceding the day of forwarding to the third party payment services provider.

2.6. The use of InsideBusiness Payments and the stipulations regarding the same in the Conditions are governed exclusively by Dutch law.

3. InsideBusiness Trade

3.1. This Clause 3 only applies to InsideBusiness Trade. The Client may use InsideBusiness Trade if so agreed with ING Bank N.V.

3.2. ING will if agreed and to the extent possible enable the client to use InsideBusiness Trade for the services as contemplated in Clause

3.1 of the Conditions. Additional information regarding the functionalities of and the services provided via InsideBusiness Trade can be obtained from ING.

3.3. As a condition for accessing and using InsideBusiness Trade the Client shall ensure that at all times at least one Corporate Administrator is appointed. If no Corporate Administrator is appointed ING is entitled to charge the Client the additional fees as notified to the Client from time to time.

3.4. The use of InsideBusiness Trade and the stipulations regarding the same in the Conditions are governed exclusively by Dutch law.

4. InsideBusiness Payments CEE

4.1. This Clause 4 only applies to InsideBusiness Payments CEE provided by ING Bank NV ("Regional Site") and InsideBusiness Payments CEE provided by branches of ING Bank NV or other ING Offices ("Local Sites"). The Client may use and access InsideBusiness Payments CEE Regional and Local Site if so agreed with the applicable ING Office.

4.2. ING will if agreed and to the extent possible enable the client to use InsideBusiness Payments CEE Regional and Local Site for the services as contemplated in Clause 3.1 of the Conditions. Additional information regarding the functionalities of and the services provided via InsideBusiness Payments CEE Regional and Local Sites can be obtained from ING.

4.3. In addition to the Conditions, the ING Office providing the relevant InsideBusiness Payments CEE channel may terminate the Agreement regarding such channel with immediate effect, without being required to pay damages or any other form of compensation, if the Account with such ING Office has been terminated.

4.4. Inside Business Payments CEE Regional Site

a. InsideBusiness Payments CEE Regional Site is provided by ING Bank N.V.
b. In addition to the services contemplated above ING will provide the Client through InsideBusiness Payments CEE Regional Site access to the applicable InsideBusiness Payments CEE Local Sites.
c. InsideBusiness Payments CEE Regional Site is provided as an additional service to InsideBusiness Payments CEE Local Site. To be able to use InsideBusiness Payments CEE Regional Site at least two InsideBusiness Payments CEE Local Site agreements shall at any time be in full force and effect and implemented.
d. Unless the User will be authorised with regard to Accounts which are not accessible through InsideBusiness Payments CEE Local Site, only persons who are appointed to access InsideBusiness Payments CEE Local Site may be appointed as Users for InsideBusiness Payments CEE Regional Site. Users which are appointed to access InsideBusiness Payments CEE Local Site through InsideBusiness Payments CEE Regional Site will no longer be able to access InsideBusiness Payments CEE Local Site directly.
e. Termination of InsideBusiness Payments CEE Regional Site will not affect the InsideBusiness Payments CEE Local Site agreements. To be able to regain access to InsideBusiness Payments CEE Local Site new security devices that regulate access thereto will need to be obtained by the Client.
f. The use of InsideBusiness Payments CEE Regional Site and the stipulations regarding the same in these Conditions are governed exclusively by Dutch law

4.5. InsideBusiness Payments CEE Local Sites

a. InsideBusiness Payments CEE Bulgaria by ING Bank N.V. Sofia Branch
    i. InsideBusiness Payments CEE Bulgaria is provided by ING Bank N.V. Sofia Branch. The use of InsideBusiness Payments CEE Bulgaria and the stipulations regarding the same in the Conditions are governed exclusively by Bulgarian law.
b. InsideBusiness Payments CEE Czech Republic by ING Bank N.V. Czech Republic Branch
    i. InsideBusiness Payments CEE Czech Republic is provided by ING Bank N.V. Czech Republic Branch. The use of InsideBusiness Payments CEE Czech Republic and the stipulations regarding the same in the Conditions are governed exclusively by Czech Republic law.
    ii. Unless agreed otherwise payment Services via InsideBusiness Payments CEE Czech Republic are subject to the ING Conditions for Payment Services.
    iii. The execution date of a Payment Order may not be later than 90 days from the receipt of such order by the Czech ING Office.

iv. I-Dentity set. The Client hereby confirms that it has read and agrees with the "ING I-Dentity Conditions" (such as further specified in the user manual), and that it has informed all Users regarding these Conditions in case it has ordered the chip card and the chip card reader provided within the "ING I-Dentity" set.
v. Clause 6.5 of the ING Chanel Conditions is not applicable to InsideBusiness Payments CEE Czech Republic.
vi. The Client expressly accepts the provisions set out in Articles 3.4 (ING not liable in case of loss and/or damage of any system), 4.1.g) (Authorisation Instrument safe), 4.1.i)) (Client notifies ING in case of loss/theft/unauthorised use of Authorisation Instrument), 4.2 (blocking of Authorisation Instrument), 6.4 (change of power of attorney), 8 (liability), 9.1.e) (ING's right to terminate), 9.1.f) (consequences of termination), 10 (transfer of rights and obligations), 11 (data protection and bank secrecy), 12.3 (ING's right to subcontract) and 13 (governing law and jurisdiction) of these Conditions; and Articles 1.2, 1.4, and 1.5 (InsideBusiness), 2.2, 2.4 and 2.6 (InsideBusiness Payments), 3.2, 3.3 and 3.4 (InsideBusiness Trade), 4.2, 4.3, 4.4.c) and 4.5)b) (InsideBusiness Payments CEE), and 5.3 (InsideBusiness Connect) of Annex: Specific Channel Provisions of these Conditions.
vii. Additional information regarding the functionalities of and the services provided via InsideBusiness Payments CEE Czech Republic can be found in the user manual.

c. InsideBusiness Payments CEE Hungary by ING Bank N.V. Hungary Branch
   i. InsideBusiness Payments CEE Hungary is provided by ING Bank N.V. Hungary Branch. The use of InsideBusiness Payments CEE Hungary and the stipulations regarding the same in the Conditions are governed exclusively by Hungarian law.
d. InsideBusiness CEE Payments Poland by ING Bank Slaski S.A.
   i. InsideBusiness Payments CEE Poland is provided by ING Bank Slaski S.A. The use of InsideBusiness Payments CEE Poland and the stipulations regarding the same in the Conditions are governed exclusively by Polish law.
e. InsideBusiness Payments CEE Romania by ING Bank N.V. Amsterdam Bucharest Branch
   i. InsideBusiness Payments CEE Romania is provided by ING Bank N.V. Amsterdam Bucharest Branch. The use of InsideBusiness Payments CEE Romania and the stipulations regarding the same in the Conditions are governed exclusively by Romanian law.
   ii. Regarding InsideBusiness Payments CEE Romania, the parties confirm that each and every clause in these Conditions have been analysed and negotiated by the parties according to their requirements and objectives, and thus the provisions regarding standard form agreement, standard and unusual clauses from the Romanian Civil Code are not applicable. Each party was entitled to propose amendments and accepts the final provisions of these Conditions in full awareness as a result of the successful negotiation between the parties.
f. InsideBusiness Payments CEE Slovakia by ING Bank N.V., pobočka zahraničnej banky
   i. InsideBusiness Payments CEE Slovakia is provided by ING Bank N.V., pobočka zahraničnej banky. The use of InsideBusiness Payments CEE Slovakia and the stipulations regarding the same in the Conditions are governed exclusively by Slovak law.
   ii. The Client and the Slovak ING Office hereby mutually agree that InsideBusiness Payments CEE Slovakia is a closed system and that for using an Electronic Signature provided or made available by the Slovak ING Office the provisions of Act No. 215/2002 Z. z. on electronic signature as amended shall not apply.
   iii. The Client and the Slovak ING Office hereby agree that any dispute, claim or conflict arising from, or in connection with, the Agreement for InsideBusiness Payments CEE Slovakia (including all issues regarding its existence, validity or termination) shall be resolved by the Permanent Arbitration Court of the Slovak Bank Association or the Court in the Slovak Republic having local jurisdiction under the Rules of Civil Procedure whatever was agreed between the Client and the Slovak ING Office in the Services Document for the opening of the relevant Account.

5. InsideBusiness Connect

5.1. This Clause 5 only applies to InsideBusiness Connect. The Client may use InsideBusiness Connect if so agreed with ING Bank N.V.

5.2. ING will if agreed and to the extent possible enable the client to use InsideBusiness Connect for the services as contemplated in Clause 3.1 of the Conditions. In addition, Batch Payment Orders regarding Accounts in The Netherlands initiated in InsideBusiness Connect may, if agreed, be authorised through InsideBusiness or InsideBusiness Payments . Further limitations regarding this service and suitable Payment Orders may apply. Additional information regarding the functionalities of and the services provided via InsideBusiness Connect can be obtained from ING.

5.3. The use of InsideBusiness Connect and the stipulations regarding the same in the Conditions are governed exclusively by Dutch law.

6. ING Service for SWIFTNet

6.1. This Clause 6 only applies to ING Service for SWIFTNet. The Client may use ING Service for SWIFTNet if so agreed with ING Belgium SA/NV.

6.2. ING will if agreed and to the extent possible enable the client to use ING Service for SWIFTNet for the services as contemplated in Clause 3.1 of the Conditions. Additional information regarding the functionalities of and the services provided via ING Service for SWIFTNet can be obtained from ING.

6.3. To be able to use ING Service for SWIFTNet, an agreement between the Client and S.W.I.F.T. SCRL, a company incorporated under the laws of Belgium, for the supply of the services offered by S.W.I.F.T. SCRL known as "SWIFTNet" must be in full force and effect and implemented.

6.4. To access and use ING Service for SWIFTNet, Clients must use the means of access and signing provided by S.W.I.F.T. SCRL or other means of access and use as indicated in the payment Services Documents or communicated by ING or S.W.I.F.T. SCRL.

6.5. The Client herewith expressly acknowledges and agrees that individual Users cannot be identified in ING Service for SWIFTNet and that ING is unable to check whether or not an Instruction is initiated by an authorised User. As a consequence all Instructions received through ING Service for SWIFTNet will be deemed to be issued by authorised Users and the Client explicitly agrees that ING will not be liable for any and all consequences of Instructions issued by unauthorised persons. Each User will be deemed authorised to issue Instructions solely and for an unlimited amount and any limit as indicated in a power of attorney appointing a User will not be applicable for the ING Service for SWIFTNet. This Clause shall not apply to Instructions initiated by Users within ING Service for SWIFTNet by means of a 3SKey, a personal token validated and accepted by ING which allows ING to identify the User and its authorisation to issue such Instructions.

6.6. The Client is obliged to identify and monitor which Instruction is initiated by which User and implement the necessary safety measures to avoid a situation where unauthorised persons initiate Instructions. The Client undertakes to securely store for a period of minimal seven years all data regarding the access to and the use of the ING Service for SWIFTNet by each User, in particular data concerning Instructions initiated by each User. At ING's first request the Client will provide such data in a format accessible to ING.

6.7. ING will not be liable for (i) the consequences resulting from theft, loss, misappropriation or unauthorised use of the means of access and signing provided by S.W.I.F.T. SCRL or a third party or (ii) the failure to act upon instructions from such parties . Any liability in this respect will be governed by the provisions of the agreement between the Client and S.W.I.F.T. SCRL or the applicable third party. Without prejudice to Clause 4.1.i), the Client shall, and shall ensure that a User shall, without undue delay notify S.W.I.F.T. SCRL or the applicable third party on becoming aware of any theft, loss, misappropriation or unauthorised use of a means of access and signing provided by such party.

6.8. ING will not be liable for the non- or incorrect forwarding or execution of Instructions attributable to (in)activities of S.W.I.F.T. SCRL.

6.9. The use of the ING Service for SWIFTNet and the stipulations regarding the same in the Conditions are governed exclusively by Belgian law.

Annex: Security rules mobile and internet banking

The Client is obliged to ensure that Users are bound by and shall observe and comply with all obligations as indicated in the ING Channel Conditions (the "Conditions") and relevant Services Documents. Each User must take all conceivable measures for the secure use of the App or any ING Channel and the safekeeping of (a personalized security feature of) an Authorisation Instrument. This annex to the Conditions contains a non-exhaustive high level summary of the security rules a User should observe. This annex is only provided as guidance for the Client to provide to its Users and does not replace the stipulations and security features as incorporated in the Conditions. ING has the right to revise these security rules with immediate effect without prior notification.

Security rules mobile and internet banking

When you use an App or a ING Channel (a secure online banking system and/or an electronic communication channel provided by ING) for banking or communicating with ING, it is your responsibility to keep your communication and banking transactions secure. This means observing these Security Rules.

1-Keep your security codes secret

Security codes are passwords, PIN codes and all (other) personalised security features of an "Authorisation Instrument" (any procedure or instrument used to access and use a service of ING and/or give (consent to) an instruction to ING).

- Your security codes are personal: never let anyone else see them and never tell anyone else what your codes are.
- Do not write your security codes down or save them in a file. If you have to keep a reminder, make sure it is in a form that will only make sense to you.
- If the system allows you to choose a password, username or PIN, make sure that it is not easy to guess. For example, do not use birthdays, names of family members or postcodes.
- Be careful not to let anyone see what you are keying when you enter a code.
- Never reveal security codes to anyone asking for them, e.g. on the phone, in an email, in an SMS or WhatsApp message or face-to-face. ING staff will never ask you for your codes.

2-Don't let anyone else use your personalised Authorisation Instrument

- Keep your wits about you when using your Authorisation Instrument.
- Always keep your Authorisation Instrument in a safe place and take care not to lose them.
- Regularly check that you still have your Authorisation Instrument in your possession.

3-Make sure all the devices you use for banking have proper security protection

- The devices you use for banking, such as your mobile phone, tablet or computer, must have an original operating system which is kept updated to the latest version.
- The software you use must always be up-to-date. If you use an App to access an ING Channel, make a point of always installing the latest version.
- A computer or laptop which you use for an ING Channel must have security protection in the form of antivirus software and firewall.
- Do not install any illegal software.
- Secure access to your mobile phone, tablet or computer by means of an access code.
- Make sure nobody else can use your ING Channel account or App. Never leave your computer, laptop, tablet or mobile phone unattended while being logged onto the ING Channel or having opened the App. Always log out and lock your device before leaving it unattended or when you have finished using an ING Channel or App.

4-Check your bank account regularly

- Whenever you get either online or printed statements, check for unauthorised transactions as soon as possible. If ING provides you with transaction details online, make a point of checking them regularly and at least once a week. If you only get printed statements, check them within a week of receipt at the very latest.

5-Report incidents to ING immediately and take such action as is instructed by ING

- You must telephone us immediately if you suspect that the security of your (personalised security feature of an) Authorisation Instrument, App or ING Channel has been compromised. You should in any case telephone us in the following situations:

  - you know or suspect that someone else knows or has used your security details;
  - when using the App or an ING Channel, you discover transactions not made by you or another authorised User;
  - your Authorisation Instrument, or the mobile phone, tablet or computer you use for online banking has been stolen or lost.
- Also call us immediately if you encounter anything else which is unusual, such as an unfamiliar log-in page.
- If we tell you to take certain action, for example to prevent further incidents, you must act as instructed.

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